

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant The Monument Group, LLC 1510 San Antonio St., Austin, TX 78701	2. Registration No. 6341
---	------------------------------------

3. Name of Foreign Principal The Embassy of Japan on behalf of Roger Murry, Akin Gump Strauss Hauer & Feld LLP	4. Principal Address of Foreign Principal 2520 Massachusetts Ave NW, Washington, DC 20008
---	---

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country¹
☐ Foreign political party
☐ Foreign or domestic organization: If either, check one of the following:
 ☐ Partnership ☐ Committee
 ☐ Corporation ☐ Voluntary group
 ☐ Association ☐ Other (specify) _____
☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
 Embassy
 b) Name and title of official with whom registrant deals
 Roger Murry, Akin Gump Strauss Hauer & Feld LLP

7. If the foreign principal is a foreign political party, state:

- a) Principal address
 b) Name and title of official with whom registrant deals
 c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐


Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
2-15-16	Russ Keche / Partner	

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
The Monument Group LLC

2. Registration No.

6341

3. Name of Foreign Principal
The Embassy of Japan on behalf of Roger Murry, Akin Gump Strauss Hauer & Feld LLP

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Monument Group will raise awareness in Texas awareness about the benefits to the Texas economy from TPP and the close economic relationship between Texas and Japan and the other TPP countries.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Disseminate public information and materials to garner support in Texas for the U.S. ratification of the Trans-Pacific Partnership.


9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Encouraging supporters of the Trans-Pacific partnership to contact their members of Congress.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
2-15-16	Russ Keene/Partner	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



THE MONUMENT
GROUP, LLC

CONSULTING AGREEMENT

This Agreement is made by and between, The Monument Group, LLC, with offices at 1510 San Antonio Street, Austin, TX 78701 ("Consultant"), and Akin Gump Strauss Hauer & Feld LLP with its named client, The Embassy of Japan in the United States of America, with offices at 1333 New Hampshire Ave NW, Washington, DC 20036 ("Client").

Whereas, Client wishes to engage Consultant to provide advisory and other services for Client and Consultant wishes to accept such engagement, all on the terms and conditions set forth herein,

Now therefore, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Engagement. Client hereby engages Consultant to provide creative services as specifically requested by client and as set forth in Attachment A, the scope of work, which shall govern the Consultant's deliverables and timeline of the engagement.

2. Effective Date and Term of Agreement. The term of this Agreement shall commence on February 15, 2016 and continue in effect until March 31, 2016. Notwithstanding the foregoing, this Agreement may be terminated by either Consultant or Client, for any reason or for no reason, on 45 days notice, with written notice to the other party. Both parties acknowledge the Agreement can be extended in its current form on a month-to-month or other periodic basis.

3. Compensation. In exchange for its commitment to provide services to Client hereunder, Client shall pay Consultant a fixed fee of \$18,000.00 per 30 day period. An invoice for the first 45 day's work (\$27,000.00) is attached and is due within 30 days. Subsequent invoices will be generated and presented on the beginning of each month or term. The subsequent monthly/term invoices are due upon receipt.

Consultant shall submit all invoices via email to:

Mr. Scott Parven
Akin Gump Strauss Hauer & Feld
1333 New Hampshire Ave NW
Washington, DC 20036
sparven@akingump.com

4. Expenses. Client shall pay or reimburse Consultant for out of pocket expenses reasonably incurred by Consultant in connection with the performance of services for Client, including, travel outside of the Austin, TX area, overnight delivery services, printing and photography services, creative and advertising fees, being approved in advance by Client, in any 30 day period where out of pocket expenses as described in this paragraph exceed \$2,000.00. For a 45 day engagement, approved expenses exceeding \$3,000.00 will be eligible for reimbursement to



Consultant. All such expenses will be billed at cost. Receipts or vouchers will be provided to Client for all reimbursable expenses submitted by Consultant to support the expense. Client will not incur charges from Consultant for typical office expenses associated with ordinary day-to-day operations of the account including but not limited to reasonable long distance calling, copying, postage fees, etc. JMD

5. Consultant an Independent Contractor. Consultant will furnish Consultant's services as an independent contractor and not as an employee of Client or for any company affiliated with Client. Consultant has no power or authority to bind Client in any manner. Consultant is not entitled to any medical coverage, life insurance, participation in benefits afforded Client's employees. JMD

6. Confidentiality. In the course of providing services for Client, Client and Consultant each may learn or discover information that is identified by the other as non-public, proprietary, 'Inside Information' as defined by the U.S. Securities and Exchange Commission, intellectual property or confidential information. Client and Consultant each agree that, during the term of engagement and thereafter, it will not, directly or indirectly, disclose or use any such information of the other party ("Confidential Information") which it knows or should have known is confidential without the consent of such party. Confidential Information shall not include: information which is currently in the public domain or hereafter enters the public domain without the fault or involvement of the receiving party; information known to the receiving party prior to its disclosure by other party and information disclosed to a receiving party from a source (other than the other party) having a lawful right to make such disclosure to the receiving party, or information required to be disclosed under any court order or governmental directive. Notwithstanding the above, Consultant shall comply with all applicable laws regarding requirements of confidentiality and utilize its best efforts to safeguard such information and its own internal practices and procedures regarding prohibitions on sharing information about its various clients.

7. Conflicts of Interest. Consultant stipulates that no other client conflicts exist in the areas of international trade policy nor foreign direct investment and agrees to exercise extreme care and to undertake preemptive measures to avoid any conflicts with other clients of the Consultant which may arise in the future. If any such conflict should develop, Consultant agrees to bring that fact immediately to the attention of Client for guidance and resolution. JMD

8. Acknowledgements and Limitations. (a) In no event shall any party hereto have any liability for special, incidental, consequential (including loss of profits or business opportunity) or punitive damages to any other party and any claims therefore are hereby expressly waived by each party, whether based on contract, tort or otherwise. (b) Except with respect to liability for its fraud, willful misconduct, claims of infringement based on intellectual property utilized by Consultant in the performance of the services or breach of its obligations with respect to Confidential Information, the maximum liability of Consultant to Client or any party claiming through Client as a result of or arising out of the services hereunder shall not exceed the aggregate amount of fees paid to Consultant hereunder during the preceding 12-month period. JMD



9. Termination of Agreement by Notice. Either party may terminate this Agreement by registered or certified mail, or confirmed electronic mail, addressed to the other party at the addresses listed above. Upon any termination, Client shall pay Consultant all amounts accrued pursuant to this Agreement through the date of termination within thirty (30) days following receipt of a final statement from Consultant, which final statement will be delivered to Client no later than sixty (60) days after the date of termination. Consultant will deliver to Client all materials belonging to Client within thirty (30) days after termination of this Agreement; any work product created by Consultant belonging to Client will be delivered to Client within fifteen (15) days after payment of Consultant's final invoice. Upon termination of the Agreement in accordance with the above terms, Consultant shall return to Client any information granting access to communication mediums inclusive of, but not limited to, usernames, passwords, and administrator rights. *7m2*

10. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation or enterprise with which, or into which Client may be merged or which may succeed to its assets or business, provided, however, that the obligations of Consultant are personal and shall not be assigned by Consultant. *7m2*

11. Amendment. This Agreement may be amended or modified only by a written instrument executed by both Client and Consultant. *7m2*

12. Separability and Waiver. If any of the term, provisions, or conditions of this Agreement or the application thereof to any circumstances shall be ruled invalid or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected thereby, and each of the other terms, provisions, and conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. A waiver or consent regarding any term, provision, or condition of this Agreement given by either party shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. *7m2*

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements and understandings between the parties. *7m2*

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflict of law. Any claim hereunder shall be brought in any court of competent jurisdiction in Travis County, Texas. The parties hereby consent and agree that the jurisdiction and venue of the courts of Travis County will be the exclusive jurisdiction for any claim or cause of action arising under this Agreement, and the parties expressly waive any and all rights they may have or which may thereafter arise to contest the propriety of jurisdiction and venue. The parties hereby consent to the personal jurisdiction of such courts and waive any argument that venue in any such forum is not convenient. *7m2*

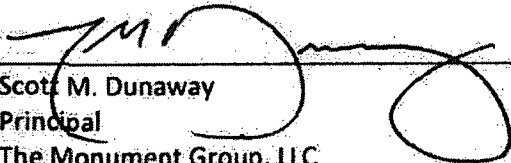


THE MONUMENT
GROUP, LLC

15. **Notices.** Any notice or communication required to be given by either party to this Agreement, other than Termination of Agreement as described in Section 9 above, shall be in writing and shall be hand delivered or sent by certified mail, or by confirmed electronic mail to the addresses indicated below. TND

16. **Foreign Agents Registration Act.** Consultant acknowledges it is acting as an agent of a foreign principal and will comply with timely disclosure of FARA reporting. TND

For Consultant,

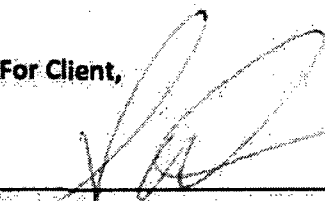


Scott M. Dunaway
Principal

The Monument Group, LLC
1510 San Antonio Street
Austin, TX 78701
Email: Scott@monumentgroupllc.com

Date: 2-20-2016

For Client,



Scott Parven
Partner

Akin Gump Strauss Hauer & Feld
1333 New Hampshire Ave NW
Washington, DC 20036
Email: sparven@akingump.com

Date: 2/11/16



THE MONUMENT
GROUP, LLC

ATTACHMENT A

Outline of Texas Grassroots Project Under Direction of Akin Gump

Principle Aims of the TPP Grassroots Project:

To promote the good image of the Japan-U.S. economic relationship by interacting with U.S. citizens within various states (for these purposes Texas) and, in this process, to gain and broaden understanding of the Trans-Pacific Partnership among U.S. constituents.

1. Consultant pledges to provide, upon request from Client, necessary service in connection with the grass roots activities, as follows:
 - a. Client, for its named Client, has identified Texas as an important state in conducting such grass root campaign and will make necessary arrangements in so doing.
 - b. Client will take necessary measures in the designated states to have the purported effect outlined above delivered through Consultant. The specifics of the program will be provided in a project proposal.
 - c. Consultant will make a regular report on the progress of the grass roots campaign.
2. Consultant will provide the following key deliverables: provide message and materials development regarding issues related to foreign trade with Japan; conduct outreach to key audiences regarding the nature and benefits of foreign trade; increase public awareness and support regarding proposed international trade agreements. All of the foregoing services shall be rendered consistent with standards in the industry and to Client's reasonable satisfaction.
3. Client and Consultant will hold regular weekly meetings on the matters mentioned in the Objective
4. Client and Consultant will hold ad-hoc meetings whenever deemed necessary.

###